

Corwith-Wesley CSD

Corwith-Wesley EA

7/1/2006

6/30/2008

MASTER AGREEMENT

BETWEEN

CORWITH-WESLEY EDUCATION
ASSOCIATION

AND

CORWITH-WESLEY COMMUNITY
SCHOOL
DISTRICT

FOR THE SCHOOL YEARS

2006-2007 2007-2008

CORWITH, IOWA

ARTICLE I: PREAMBLE

The Board of Directors of the Corwith-Wesley Community School District, hereinafter referred to as the “Board”, and the Corwith-Wesley Education Association, hereinafter referred to as the “Association”, recognize that the aim of the public schools is to provide a quality education program within the Corwith-Wesley Community School District, and

Whereas, the parties further recognize that attainment of this educational objective is a joint responsibility of the Board, and the administrative and supervisory staff, the professional teaching personnel of the district, the parents of students, and the community at large, and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE II: RECOGNITION

A. Unit

The Board hereby recognized the Corwith-Wesley Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB (Public Employment Relations Board) certifications instrument (Case No. 375) issued by the PERB on the 20th day of June, 1975.

The unit described in the above certification is as follows;

INCLUDED: All certified teaching personnel, librarians, and school counselors.

EXCLUDED: Superintendent, principals (whether full or part-time), substitute teacher, and Title I teachers employed by the District who also serve as part-time parochial school teachers, all non-certified employees, and all other persons excluded by Section 4 of the Act.

B. Definitions

1. The term "Board", as used in this Agreement, shall mean the Board of Education of the Corwith-Wesley Community School District or its duly authorized representatives.
2. The term "employee", as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the PERB.
3. The term "Association", as used in this Agreement, shall mean the Corwith-Wesley Education Association or its duly authorized representatives or agents.

ARTICLE III: EMPLOYEE RIGHTS

Public employees shall have the right to:

1. Organize, or form, join, or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this Act or any other law of the state.
4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessments or service fees of any type.

ARTICLE IV: EMPLOYER RIGHTS

The Board shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the Corwith-Wesley Community School District.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Board.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the Board by law.

ARTICLE V: GRIEVANCE PROCEDURE

- A. Any claim by an employee or a group of employees that there has been an alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that the employee believes that there is a basis for a grievance, he/she shall first discuss the alleged grievance with the building principal in a scheduled meeting within five (5) school days after the alleged violation occurred.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, the following formal grievance procedure may be invoked by the employee or employee and the Association representative through the form as provided and signed by the grievant, which form shall be available from the Association representative in each building.

Step 1

The grievant shall submit to the building principal a copy of the written grievance form, within ten (10) school days after the alleged violation occurred. Within ten (10) school days of receipt of the formal written grievance, the building principal shall meet with the employee or employee and Association representative. The building principal shall indicate the disposition of the grievance in writing within ten (10) school days after such meeting and shall furnish a copy thereof to the grievant.

Step 2

If the grievant is not satisfied with the disposition of the grievance, or if the grievance involves more than one school building, the grievance shall be submitted, in writing, to the superintendent, within five (5) school days of the building principal's decision. Within five (5) school days of receipt of the written grievance, the superintendent or his designee shall meet with the grievant. Such meetings will be scheduled outside the grievant's working day. The superintendent shall indicate the disposition of the grievance in writing within ten (10) school days after such meeting and shall furnish a copy thereof to the grievant.

Step 3

If the grievant is not satisfied with the disposition of the grievance by the superintendent or his/her designee, the grievance may be submitted to arbitration before an impartial arbitrator. The Association may submit in writing a request on behalf of the Association and the employee to the superintendent or his/her designee within ten (10) school days after the written disposition of Step 2 to enter into such arbitration. If the parties cannot agree as to the arbitrator within five (5) school days from the notification date that arbitration will be pursued, a written request for a list of arbitrators shall be made to the PERB by either party. The list shall consist of three arbitrators, and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having first right to remove a name shall do it within two (2) school days after receipt of the

list. The other party shall have two (2) additional school days to remove one of the remaining two names. The person whose name remains shall be the arbitrator. Arbitration sessions involving employees shall be conducted outside the employee's working day.

Both parties agree that the award of the arbitrator shall be final and binding. The Corwith-Wesley Community School District and the Association shall each pay their respective preparation fees and expenses but shall share equally the fees and expenses of the arbitrator.

ARTICLE VI: EMPLOYEE WORK YEAR

A. In-school Work Year

1. Regular Contract

The in-school work year for employees (other than new personnel who may be required to attend an additional one-half (1/2) day of orientation) shall not exceed one hundred ninety (190) days, of which one hundred eighty (180) shall be teaching days, five (5) shall be in-service or work days, and five (5) shall be holidays.

2. Extended Contracts

Employees who are assigned employee duties and/or responsibilities in excess of the regular contract year of one hundred ninety (190) days shall be employed for such duty by an extended teaching contract.

- a. The period of individually contracted time beyond the employee duty year shall be compensated on a per diem basis of 1/190th of the regular contracted salary.
- b. Employees assigned to extra duty assignments beyond the employee duty year shall be compensated for such extra duty assignments in accordance with Schedule B. Schedule B salaries shall be added to the total contracted salary of the employee.

3. Definition of In-school Work Year

The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which the employees' attendance is required.

4. Extra-curricular Activity Duty Assignments

Each employee shall be assigned no more than six (6) extra-curricular activity duty assignments per school year for ticket taking and supervision of school sponsored activities and/or events.

B. Holidays

The regular contract of employees shall include five (5) paid holidays. Such holidays shall include Labor Day, Thanksgiving Day, Christmas, New Year's, and Memorial Day. Employees on extended contract shall be entitled to be absent from work on Independence Day, unless specified within the contract. No employee shall be required to perform duties on any of the above holidays unless specified in the contract.

C. End of Year Reports

All grades, reports and check-out procedures as determined by the administration shall be completed no later than twenty-four (24) hours after the final employee day. Employee check-out will commence at 8:00 A.M. on the day following the final school day. The administration shall present a list of check-out procedures to all employees at least two (2) weeks prior to the final employee day.

ARTICLE VII: EMPLOYEE HOURS

A. Work Day

1. The length of the workday on which teachers' salaries shall be computed shall be eight (8) hours. This workday may be extended at the sole discretion of the superintendent in the event of an emergency, without additional compensation. **The teacher workday shall be from 7:50 AM - 3:35 PM.**
2. Extra duty assignments and field trips not included in the above time schedule shall be considered as extension thereof and without pay.
3. Each teacher shall be required to attend up to four (4) faculty meetings, school functions, or meetings incident to their teaching duties, without additional compensation, a month. Faculty meetings and other meetings incident to an employee's teaching duties shall not exceed thirty (30) minutes before or beyond the workday.
4. Each employee shall have a forty (40) minute preparation period. A free lunch period is desirable.
5. On Fridays or on days preceding holidays or vacation, the employees' workday shall end at the close of the school day.
6. If school is dismissed because of hazardous driving conditions, employees will be dismissed thirty (30) minutes after buses leave the Corwith building. In event the administration delays the start of the teacher's workday, because of inclement weather, the teacher's workday shall end at the normal time. In the event the administration delays the start of the student's school day a specific length of time because of hazardous driving conditions, the teacher's workday shall start late the same amount of time.
7. When an employee is scheduled to work a school activity that evening, they may leave school at 3:30 PM.
8. **Employees will be expected to take morning/afternoon bus duty on a scheduled rotating basis. Employees on morning bus duty will report to work at 7:40 a.m. and will remain until the end of the instructional day. Employees with afternoon bus duty will report to work at 8:10 a.m. and remain until the last regularly scheduled bus route leaves the school grounds.**

ARTICLE VIII: EMPLOYEE EVALUATION (PROCEDURES)

Within four (4) weeks after the beginning of each school year, the Administrative staff shall acquaint employees with the evaluation instrument and procedures to be used.

The performance of all employees in their first and second year will be formally observed at least once each semester. Beyond their second year of service, as part of the performance review process employees will be formally observed a minimum of once every three years.

During the school year involving a formal observation, the evaluator and employee shall mutually agree upon dates for a pre-observation conference, formal observation, and post-observation conference. The pre-observation conference must be at least two days prior to the formal observation. The post-observation conference must be no later than five (5) school days following the formal observation.

A copy of the formal written evaluation shall be given to the employee and a conference held with the evaluator within five (5) school days following each formal observation. Within 10 working days after the post-observation conference, each employee shall receive a written copy of his/her formal evaluation. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy. The employee's signature on the evaluation form shall be understood to indicate his or her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.

During the school year of the individual career development plan, the career teacher and the administrator shall meet by September 30th to develop the annual individual career development plan. The annual review of the individual career development plan shall occur prior to May 15th.

The employee shall have the right to submit an explanation or other written statement regarding any material used for formal or informal evaluation for inclusion in his/her evaluation file.

The employee shall have the right to submit supportive evidence to the administration as examples of proficiency in the Iowa Teaching Standards and any other criteria set by the district.

Informal classroom visits by the Superintendent or his designee may occur at any time. If an informal classroom observation becomes evaluative, the employee shall be notified in writing within one (1) working day. Within five (5) days, a conference will be held and the employee will have the right to submit an explanation or other written statement in response.

An employee may file a grievance concerning any evaluation within the time permitted by the Grievance Procedure Article of this agreement. The grievance may assert that the

evaluation procedures were not followed, that the evaluation is not based on adopted criteria, or that the evaluation is inaccurate.

Constituent concerns regarding a teacher's performance will be processed by initially referring the individual to the teacher. If the individual chooses not to meet with the teacher, the constituent will be asked to submit the concerns in writing. If a document is placed in the employee's file, a copy of the written document shall be given to the employee and employee will have the right to respond.

ARTICLE IX: SICK LEAVE

When an illness or injury necessitates the absence of an employee, the following shall apply:

All employees shall be granted full pay for absence due to personal illness, or to care for ill family members (spouse, children, parents), for a period of (15) days for the first year and subsequent years of employment. A total of one hundred and five (105) days may be accumulated for personal or family illness. **Employees who have accumulated 105 days will only draw on those days after the current year's allotment of 15 days has been expended.** In addition the board or it's authorized agent may grant additional leave to any employee upon request, which additional days shall be taken from the employee's accumulated personal illness leave. The additional days shall not exceed in number of employee's total accumulated sick leave.

Sick Leave, Part-time Personnel

1. Part-time employees will accrue current days of sick leave in direct proportion to the amount of time employed. Example: A half-time employee will accrue 7.5 days of sick leave per year. For purposes of calculation, a person's employment time will be rounded to the nearest $\frac{1}{4}$ time figure. Sick leave will be calculated only on $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$, or full-time basis.
2. Part-time employees will accumulate sick leave in the same manner as full-time employees with the same limits and policies applying, except as noted above.

The above amounts shall apply only to consecutive years of employment in the Corwith-Wesley Community School District and unused portions shall be cumulative to at least a total of one hundred five (105) working days.

The employee shall furnish written evidence by a physician confirming an illness that exceeds five (5) days if requested by the superintendent.

Notification of Disability Leave

In the event the employee is taking disability leave or anticipated disability leave, the employee shall notify the superintendent of the date the employee desires to take the leave as soon as the information is available or within fifteen (15) days of the date the

leave is requested to begin; and in the event of pregnancy, notice shall be given to the superintendent prior to three (3) months of the anticipated taking of disability leave.

If an employee is unable to begin service under his/her contract because of personal illness or injury on the date on which the contract is designated to begin, he/she shall nevertheless be entitled to draw compensation for any unused sick leave that may have accumulated from prior years or the current year of service with the district, pursuant to its regulations thereto, payable at the time regular installments are due under this contract, notwithstanding the fact that he/she did not commence actual service under this contract for the school year covered herein.

Notification of Absence

Except when prevented by circumstances beyond his/her control, the employee must report his/her intention to be absent from duty to the principal not later than 7:00 A.M. on the day of absence. Notice should be given on the day prior to the intended absence, or earlier if possible.

If an employee expects to return to duty, he/she should notify the principal of such intention by 3:00 P.M. on the previous day so that the substitute may be released.

Notification of Accumulation

Employees shall receive a record of the accumulated sick leave days each year by September 1 and shall sign the official copy to verify its accuracy.

ARTICLE X: TEMPORARY LEAVES OF ABSENCE

A. DEATH IN IMMEDIATE FAMILY

In the case of death of the wife, husband, child, mother, father, guardian, grandparents, brother, sister, mother-in-law, or father-in-law of the employee, the employee shall be granted permission to be absent from duty by the superintendent as many days, not to exceed five (5) per occurrence, as may be necessary in the opinion of the superintendent for attendance at the funeral and for any other purposes directly arising out of said death, and no deduction of pay shall be made for the days of absence so granted. The days granted are non-accumulative.

B. FUNERALS

In case of the death of any other relative or person of unusually close relationship, one (1) day of absence shall be allowed without loss of pay for attendance at the funeral.

C. PERSONAL AND BUSINESS LEAVES

1. All employees shall be granted a total of three (3) days in any one fiscal year without loss of salary, for personal reasons, at the discretion of the employee. These days may not be taken on parent-teacher conference days; on the first five (5) teaching days of the school year; on the last five (5) teaching days of the school year; and, on the days before or after a school dismissed holiday vacation period.

Only two (2) certificated employees can be gone from work for personal or business leave during the same contract day. (In case of extenuating circumstances, the superintendent may waive this restriction.)

Such absence for personal leave may be granted with the permission of the superintendent. If possible, requests should be made at least five (5) days in advance of the scheduled absence.

50% of substitute rate pay will be paid for each of the personal days not used during the school year to employees hired at 50% time or more.

D. PROFESSIONAL LEAVE

Professional leave may be granted for any educational purpose which will benefit the school district, at full pay, at the discretion of the superintendent.

All requests will be acknowledged by a letter either granting or rejecting the request. Copies will be forwarded to the employee and principal.

E. ASSOCIATION BUSINESS LEAVE

At the beginning of each school year the Board will credit the Association with a total of two (2) days of paid leave for the transaction of Association business to attend conference and/or conventions. The Association shall provide advanced notice of when those leave days will be used and who will use them. In addition, the Association must agree to reimburse the district the amount of the salary paid to a substitute hired to replace the Association member during said leave.

F. JURY DUTY

In the absence of extraordinary circumstances, employees of the school system may be excused for jury duty with the permission of the superintendent. In order that no teacher shall suffer financial loss because of such absence, the difference between their normal salary and the compensation received for jury duty shall be paid.

G. MANDATED COURT APPEARANCES

Employees subpoenaed to court, not for their own business, shall be excused without loss of salary.

H. RELIGIOUS HOLIDAYS

Any employee whose religious affiliation requires the observance of holidays other than those regularly scheduled in the school calendar may be excused by the superintendent without loss of salary.

I. ABSENCE WITHOUT PAY

Absence without pay may be authorized by the superintendent for purposes which he/she considers urgent and necessary. Deduction for such absence shall be at the per diem rate of the contract. The employee shall make application for authorization at least ten (10) days in advance of the occurrence or not later than ten (10) days after the occurrence. Length of service, previous record of absence other than that for personal illness, and the purpose of the absence shall be factors in the decision to authorize the leave.

Involuntary absence not heretofore provided for may be excused by the superintendent. The employee shall make application to the superintendent immediately for excuse for such absence, and deductions in salary shall be made unless such deductions be specifically waived by the superintendent

ARTICLE XI: EXTENDED LEAVES OF ABSENCE

A. DISABILITY LEAVE

Any employee who anticipates undergoing a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, etc., shall be granted in accordance with provisions hereinafter set forth, a leave of absence based upon said anticipated disability in which instance such leave of absence shall be chargeable to the sick leave account of said employee. No anticipated disability leave shall be granted during the school year unless medically necessary.

1. Request for Leave Based on Claim of Anticipated Disability:

- a. Any employee who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said employee produces a statement of his/her physician stating that said employee is physically capable of continuing to perform his/her duties and further state up to what date, in the opinion of said physician, the employee is capable of performing said duties.
- b. In the event the physician of an employee who anticipates a state of disability shall be of the opinion that said employee is capable of performing his/her duties up to a specified date but the medical examiner of the Board of Education shall be of a contrary opinion, then that employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties. In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the County Medical Society. The expense of any examination by an impartial third physician shall be shared equally by the employee and the Board.
- c. In no event shall the Board be obligated to permit an employee anticipating a state of disability to continue in the performance of his/her duties where the performance of said employee has substantially declined from that performance demonstrated by said employee at the time immediately prior to the onset of the state of anticipated disability.
- d. All policies, practices, rules and regulations applicable to employees who are granted sick leave shall be applicable to all employees applying for leave under Section A of this Regulation and Policy. Such employees shall receive no lesser consideration than any other employees nor shall they receive any greater consideration.
- e. The employee requesting a leave under the provisions of this Section A shall specify in writing the date on which he/she will return to employment following recovery from said disability. Such requests shall be consistent with the foregoing provisions. The employee will

- return to employment no more than five (5) calendar days following discharge from the hospital unless medically contra-indicated.
- f. The Board shall have the right to require any employee who has been on a disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming their duties. In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumption of duties by said employee, the provisions of Paragraph 1(b) shall be applicable as to the method of resolving such disagreement.
 - g. Whenever, in the opinion of the Board, the dates for the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of the children, the requested dates may be changed by the Board unless medically contra-indicated.
 - h. Ordinarily, an employee who has undergone hospital confinement shall be expected to resume his/her duties, subject to the provisions of Paragraph 1(g) above, within five (5) calendar days of the date of discharge from the hospital, provided, however, that such resumption of duties is not medically contra-indicated.
 - i. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon applications by the employee to the Board. Such extensions or reductions may be granted by the Board for additional reasonable periods of time provided, however, that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school and/or with the education of the pupils and, provided further, that such change by the Board is not medically contra-indicated. All extensions of such leaves shall in any event be subject to the provisions of the school code.
 - j. The provisions of this Regulation and Policy shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any employee beyond the end of the contract school year in which the leave is obtained.
 - k. Where the anticipated disability leave is for pregnancy reasons, pregnant employees applying for leaves of absence under the provisions of this section may simultaneously make application for a Child Rearing Leave in accordance with the provisions of the Regulations and Policies hereinafter set forth.

2. Request for Leaves Not Based on Onset of Claims of Disability:

- a. An employee who desires to commence a leave of absence without regard to the onset of any claim of disability as set forth in Section 1, and may, upon approval of the Board, be permitted to do so in accordance with the provisions hereinafter set forth, but such leaves of absence shall be without pay.
- b. Employees requesting a leave under the provisions of this Section prior to the actual onset of a state of disability shall specify in writing the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment after the termination of the disability.
- c. Should there be any question as to the medical condition of any employee who requested a leave under Section 2 or who desires to resume his/her duties by a specified date, then the provisions of Paragraphs (b) and (f) of Section 1 of this policy and Regulation shall be applicable as follows, to-wit:
 - (b) In the event the physician of an employee who anticipates a state of disability shall be of the opinion that said employee is capable of performing his/her duties up to an specified date but the medical examiner of the Board of Education shall be of a contrary opinion, then that employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties. In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the County Medical Society. The expense of any examination by an impartial third physician shall be shared equally by the employee and the Board.
 - (c) The Board shall have the right to require any employee who has been on a disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming their duties. In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumption of duties by said employee, the provisions of Paragraph 1(b) shall be applicable as to the method of resolving such disagreement.
- d. The Provisions of Paragraphs 1 (c), (g), (i), (j), and (k) are hereby made applicable to the provisions of this Section 2 of this Policy and Regulation as follows, to wit:
 - (c) In no event shall the Board be obligated to permit an employee anticipating a state of disability to continue in the performance of his/her duties where the performance of said employee has substantially declined from that performance demonstrated by said employee at the time immediately prior to the time when notification was given of the state of anticipated disability.
 - (g) Whenever, in the opinion of the Board, the dates for the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of the children, the requested dates may be changed by the Board.
 - (i) Where disability leaves have been approved, the commencement or

termination dates thereof extended or reduced for medical reasons upon applications by the employee to the Board. Such extensions or reductions may be granted by the Board for additional reasonable periods of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school and/or with the education of the pupils and, provided further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of the school code.

- (j) The provisions of this Regulation and Policy shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any employee beyond the end of the contract school year in which the leave is obtained.
- (k) Where the anticipated disability leave is for pregnancy reasons, pregnant employees applying for leaves of absence under the provisions of this section may simultaneously make application for a Child Rearing Leave in accordance with the provisions of the Regulations and Policies hereinafter set forth.

B. CHILD REARING LEAVE

1. In the case of a birth or adoption of a child, any teacher shall have the right to apply for a leave without pay for child rearing purposes.
2. In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.
3. Child rearing leave may be made to become effective immediately upon the termination of a pregnancy leave.
4. Child rearing leave shall be granted for a minimum period of up to the end of a grading period in which the birth or adoption of a child occurs, or for successive nine (9) week grading periods up to a maximum of one (1) school year. Request for extension of such leaves must be made at least three (3) weeks prior to the expiration of the first period thereof.
5. Where the birth of a child is anticipated during the first month of a school year and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year.
6. Where a child rearing leave is requested, the employee requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.
7. Applications for child rearing leave shall be filed at least three (3) months before the anticipated birth of a child.
8. Where an employee who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such employee may be assigned to any position decided upon by the superintendent so long as such assignment is within the certification of such employee, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils particularly where such pupils may have commenced their instruction with an employee who was assigned to such pupils at the start of the school year.
9. Anything to the contrary, notwithstanding, a child rearing leave granted to an employee need not be extended beyond the end of the contract school year in which the leave is obtained.
10. The dates for the commencement and termination of child rearing leaves shall in all cases be subject to and based upon a finding and determination by the

Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

C. MILITARY LEAVES OF ABSENCE

Leave of Absence for Reserve Duty - - A leave of absence will be granted to members of reserve forces for reserve training purposes, but not to exceed a total of thirty (30) days in any calendar year. Year-round employees will be granted such absences in addition to their regular vacation time. During the period of the absence, the district shall pay the employee his/her regular salary during the first (30) days of such leave of absence.

An employee on contract for less than a full calendar year, who is a member of a military reserve unit, is expected to attend training during a time when school is not in session.

In the event of the involuntary induction of any employees for reasons other than regularly scheduled training, except for a call to extended active duty, the district will insure that the individual suffers no loss in pay. The difference between normal salary and the military pay received shall be paid for any period up to thirty (30) days provided that the latter is less than the former.

ARTICLE XII: VOLUNTARY TRANSFERS (PROCEDURES)

Any employee may apply for voluntary transfer to another building. Such application shall be in writing to the superintendent. Such statement shall include the reason for this requested transfer.

Employees will be notified as employee positions become available within the Corwith-Wesley Community School District.

ARTICLE XIII: INVOLUNTARY TRANSFERS (PROCEDURES)

Involuntary transfers shall not be made for wholly arbitrary and capricious reasons.

1. Should any grievance ever be pursued under this provision, the rule shall be limited to deciding only whether there is lacking any non-arbitrary on non-capricious rationale for the transfer and the grievance decision shall not order any remedy unless there is a finding that the transfer was made for wholly arbitrary and capricious reasons.

ARTICLE XIV: REDUCTION OF STAFF PROCEDURES

The decision for reduction of staff shall be the sole decision of the Board of Directors for the Corwith-Wesley Community School District.

- A. The Board shall consider skill, competence, qualifications, and ability when determine what employees shall be subject to reduction
- B. If a choice must be made among two or more employees of equal qualifications, skill, competence, and ability, as determined by evaluation of an administrator, the renewal shall be given to the employee with greater full-time continuous length of service.
- C. The employee or employees subject to reduction shall be given a notice of the decision within ten (10) days of when that decision is final, or before April 15th, whichever occurs earlier.
- D. Any employee laid off pursuant to this article shall have recall rights to any position for which he/she is or may become certified for a period of one (1) year from the effective date of his/her layoff and categories in inverse order of the layoff.

(1) year from effective date of his/her layoff and shall be recalled to available positions in reverse order of layoff.

- (a) An employee shall be notified by letter should any position become available for which he/she is qualified.
- (b) Such notification shall be sent in writing to the last address supplied to the superintendent by the employee.
- (c) If the employee fails to notify or accept a position within ten (10) days of postmark of said notice, all recall rights shall terminate. If the vacancy occurs after August 15, then the employee may reject the position and will not lose recall rights.

Benefits: Any teacher re-employed for exercising recall rights shall have restored all fringe benefits and placement on the salary schedule accrued at the time of the layoff.

ARTICLE XV: PROFESSIONAL DEVELOPMENT

A. Continuing Educational Experiences

1. Professional Development

Any course carrying credit toward a degree on which an individual is working or any professional activity such as workshops or conferences for which credit is granted by a college or university shall be approved provided the course will improve the employee's individual effectiveness and benefit the Corwith-Wesley Community School District.

Such credit must also be advanced study to further training relative to the teaching area to which the teacher is full licensed and assigned.

Prior approval or disapproval of courses for college study shall be at the discretion of the superintendent in accordance with criteria stated above.

Any course approved by the superintendent shall apply toward an educational lane change on the salary Schedule A.

2. Equivalent or Non-Academic Credit

Approved equivalent work as described below may be allowed in partial fulfillment of the training requirement or the career employee increment to the extent of two semester hours in each five-year period.

Foreign or domestic travel is an educational experience and will improve the employee's effectiveness. (Travel under the direction of a college shall be recognized to the extent of the academic credit granted by the supervising institution.)

Requests for approval of equivalent work must be submitted in writing through the office of the superintendent in advance of the planned activity.

The superintendent shall notify the applicant in writing whether the equivalent work will be recommended for consideration. (The amount of equivalent credit can only be assigned by the superintendent upon completion of the project.)

The superintendent shall assign the equivalent or non-academic credit to be allowed for all projects for which credit is not specifically granted by a college or university. Such credit shall be based upon a written summary submitted by the employee upon completion of the project. The summary shall include:

- a. The period of time covered
 - b. The total number of hours
 - c. The problems or problem covered
 - d. Clear evidence of the educational worth of the work
 - e. Such other information as may be requested by the evaluator
3. The Board, at their discretion, shall budget reasonable funds as may be necessary to defray the costs of in-service programs.

ARTICLE XVI: WAGES AND SALARY

1. The salary of each employee covered by the regular salary schedule is set forth in schedule A, which is attached hereto and made a part hereof.
2. Method of payment. Each employee shall be paid one-twelfth of the annual salary in monthly installments. Employees shall receive their checks at the administration office on regular school days. Pay period shall commence September 20. Schedule B employees that are regular employees of the district will be paid in 12 equal monthly checks. Schedule B employees that are not

otherwise employed by the district, will be paid in one check the 20th of the month following the completion of their duty.

3. An employee may advance a maximum of one (1) step vertically one (1) step horizontally in the same year providing evidence of additional hours which meets the requirement of the advance application is submitted to the Board by September 1.
4. A maximum of seven (7) years of successful teaching experience may transfer from other schools subject to the approval of the Board.
5. The Board shall have the right to pay above schedule if necessary to secure staff. Any deviation by the Board in paying above schedule shall not be the subject to grievance nor waive the applicability of the salary schedule to other teachers. If the Board hires above the second step the Association will be notified.
6. A year of service consists of having worked six (6) months or more during the school year. Anyone who did not complete at least six (6) months within the current school year will remain on the same step the following year.
7. Salary schedule includes funds made available to district by House File 499, Educational Excellence Fund. In event such legislation is repealed or delayed, or minimum salary supplement and/or retention payments and/or supplemental pay, or performance based payments are reduced, those provisions of the schedule funded by legislation shall be reduced by the amount of such reduction. In the event of a reduction, the Board and Association will re-negotiate Schedule A.
8. Teacher substitute pay - - In emergency situations or when an adequate substitute cannot be obtained, the building principal can request a secondary teacher to use his/her planning period or an elementary teacher to use his/her time at lunch, recess period or preparation time (vocal music, art, PE) to substitute for an absent staff member.
When a secondary teacher has been assigned seven periods or an elementary teacher five hours of substituting supervision, they will be compensated at the current rate of daily substitute pay. Substitute pay will not be available for adding students to an existing study hall or for vocal music, art or PE if these positions should someday be eliminated at the elementary level.
Earned substitute pay shall be added to the June check.
9. Each teacher, after reaching the last step in their lane, shall receive longevity pay of an additional 2% of the beginning step in their lane every year. This applies to all lanes except the BA lane. (See salary schedule A)
10. If upon discontinuing employment with the district **and** the employee has accumulated seventy-five (75) days or more of sick leave, the employee will be awarded **eight (8)** dollars for each day of sick leave accumulated, **not to exceed one hundred five (105) days.**

Corwith Wesley Community School District
Master Contract Salary Schedule
2006-2007

Schedule A - Base \$23,100

STEPS	BA	BA+10	BA+20	BA+30	MA	MA+15
1	23,100	23,350	23,600	23,900	24,200	24,500
2	103.7 23,955	103.7 24,214	103.7 24,473	103.7 24,784	103.7 25,095	103.7 25,407
3	107.7 24,879	107.7 25,148	107.7 25,417	107.7 25,740	107.7 26,063	107.7 26,387
4	111.7 25,803	111.7 26,082	111.7 26,361	111.7 26,696	111.7 27,031	111.7 27,367
5	115.7 26,727	115.7 27,016	115.7 27,305	115.7 27,652	115.7 27,999	115.7 28,347
6	119.7 27,651	119.7 27,950	119.7 28,249	119.7 28,608	119.7 28,967	119.7 29,327
7	123.7 28,575	123.7 28,884	123.7 29,193	123.7 29,564	123.7 29,935	123.7 30,307
8	127.7 29,499	127.7 29,818	127.7 30,137	127.7 30,520	127.7 30,903	127.7 31,287
9	131.7 30,423	131.7 30,752	131.7 31,081	131.7 31,476	131.7 31,871	131.7 32,267
10	135.7 31,347	135.7 31,686	135.7 32,025	135.7 32,432	135.7 32,839	135.7 33,247
11	139.7 32,271	139.7 32,620	139.7 32,969	139.7 33,388	139.7 33,807	139.7 33,227
12	143.7 33,195	143.7 33,554	143.7 33,913	143.7 34,344	143.7 34,775	143.7 35,207
13	147.7 34,119	147.7 34,488	147.7 34,857	147.7 35,300	147.7 35,743	147.7 36,187
14	151.7 35,043	151.7 35,422	151.7 35,801	151.7 36,256	151.7 36,711	151.7 37,167
15		155.7 36,356	155.7 36,745	155.7 37,212	155.7 37,679	155.7 38,147
16		159.7 37,290	159.7 37,689	159.7 38,168	159.7 38,647	159.7 39,127
17		159.7 37,757	163.7 38,633	163.7 39,124	163.7 39,615	163.7 40,107
18		161.7 38,224	165.7 39,105	165.7 39,602	165.7 40,099	165.7 40,597
19		163.7 38,691	167.7 39,577	167.7 40,080	167.7 40,583	167.7 41,087
20		165.7 39,158	169.7 40,049	169.7 40,558	169.7 41,067	169.7 41,577
21		167.7 39,625	171.7 40,521	171.7 41,036	171.7 41,551	171.7 42,067
22		169.7 40,092	173.7 40,993	173.7 41,514	173.7 42,035	173.7 42,557
23		171.7 40,559	175.7 41,465	175.7 41,992	175.7 42,519	175.7 43,047
24		173.7 41,026	177.7 41,937	177.7 42,470	177.7 43,003	177.7 43,537

ARTICLE XVII: EXTRA-CURRICULAR SUPPLEMENTAL PAY

1. Approved Activities

The Board and Association agree that the extra-curricular activities listed in Schedule B are official school-sponsored activities covered by school insurance.

2. Rates of Pay

Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be assigned by the superintendent or his/her designee, and shall be compensated according to the rate of pay or other stipulations in Schedule B, which is attached hereto and made a part thereof.

3. Bus Driving

Extra-curricular sponsors who drive shuttle buses or buses to extra-curricular events that they sponsor or direct will be paid the bus driver's hourly rate for the time that they actually spend driving.

Coaches who drive a bus to extra-curricular events will be paid twenty-five (\$25) dollars per event.

4. When a teacher travels using their personal vehicle, between two school buildings to meet dual teaching assignments or directing an extra-curricular activity during a teaching day, they shall be compensated the going mileage rate.

STAFF DEVELOPMENT CREDITS

You may apply for three staff development credit a fiscal year toward the educational lane changes on Schedule A. These credits must be used toward the enhancing or advancing of your assigned teaching area. These credits as well as graduate credits must be pre-approved by the superintendent.

Corwith Wesley Community School District Master Agreement Activity Schedule 2006-2007

Schedule B

Step of Years Experience (Percent of Base) - \$23,100.00

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9
	9.00%	9.50%	10.00%	11.00%	12.00%	13.00%	14.00%	15.00%	16.00%
High School AD	2,079	2,195	2,310	2,541	2,772	3,003	3,234	3,465	3,696
Head Football	2,079	2,195	2,310	2,541	2,772	3,003	3,234	3,465	3,696
Head Basketball	2,079	2,195 ✓	2,310	2,541	2,772	3,003	3,234	3,465	3,696
Head Volleyball	2,079	2,195	2,310	2,541	2,772	3,003	3,234	3,465	3,696
Head Baseball	2,079	2,195 ✓	2,310	2,541	2,772	3,003	3,234	3,465	3,696
Head Softball	2,079	2,195	2,310	2,541	2,772	3,003	3,234 ✓	3,465	3,696
	8.00%	8.50%	9.00%	10.00%	11.00%	12.00%	13.00%	14.00%	15.00%
Head Track B & G	1,848	1,964	2,079	2,310	2,541	2,772	3,003	3,234	3,465
Cheerleader FB & BB	1,848	1,964	2,079	2,310	2,541	2,772	3,003	3,234	3,465
Dance Squad	1,848	1,964	2,079	2,310	2,541	2,772	3,003	3,234	3,465
	6.00%	6.50%	7.00%	8.00%	9.00%	10.00%	11.00%	12.00%	13.00%
Head Golf B & G	1,386	1,502	1,617	1,848	2,079	2,310	2,541	2,772	3,003
Cross Country	1,386	1,502	1,617	1,848	2,079	2,310	2,541	2,772	3,003
	6.00%	6.50%	7.00%	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%
JV Football	1,386	1,502	1,617	1,733	1,964	2,195	2,426	2,657	2,888
JV Basketball	1,386	1,502	1,617	1,733	1,964	2,195	2,426	2,657	2,888
JV Volleyball	1,386	1,502	1,617	1,733	1,964	2,195	2,426	2,657	2,888
JV Baseball	1,386	1,502	1,617	1,733	1,964	2,195	2,426	2,657	2,888
JV Softball	1,386	1,502	1,617	1,733	1,964	2,195	2,426	2,657	2,888
	5.00%	5.50%	6.00%	6.50%	7.50%	8.50%	9.50%	10.50%	11.50%
Assistant Track B & G	1,155	1,271	1,386 ✓	1,502	1,733	1,964	2,195	2,426	2,657
Musical Director	1,155	1,271	1,386	1,502	1,733	1,964	2,195	2,426	2,657
Annual	1,155	1,271	1,386	1,502	1,733	1,964	2,195	2,426	2,657

Director									
	4.00%	4.50%	5.00%	5.50%	6.00%	6.50%	7.50%	8.50%	9.50%
Weightlifting	924	1,040	1,155	1,271	1,386	1,502	1,733	1,964	2,195
Drama	924	1,040	1,155	1,271	1,386	1,502	1,733	1,964	2,195
Speech Director	700	750	800	850	900	950	1,000	1,050	1,100
Wesley Tech Coordinator	924	1,040	1,155	1,271	1,386	1,502	1,733	1,964	2,195

If the track position is the position of two Head Coaches, the 8% & 5% starting salaries will be added and divided by 2 for the purpose of starting a base year of 6.5%, with increments as other head positions.

	6.50%	7.00%	7.50%	8.50%	9.50%	10.50	11.50%	12.50%	13.50%
Head Boys Track	1,502	1,617	1,733	1,964	2,195	2,426	2,656.50	2,887.50	3,118.50
Head Girls Track	1,502	1,617	1,733	1,964	2,195	2,426	2,656.50	2,887.50	3,118.50
Corwith Tech Coordinator	1,502	1,617	1,733	1,964	2,195	2,426	2,656.50	2,887.50	3,118.50

Technical Director	Musical Drama	400
		250
Director of Music – Adult		275
Senior Class Sponsor		TOTAL 450
Junior Class Sponsor		TOTAL 450
Other Class Sponsor		TOTAL 200
Student Council Sponsor		TOTAL 300
National Honor Society		150
Summer Band Lesson		1,400
Pep Band Director		40.00 each
Scorekeeper, Timer, etc.		12.00 each

The Board reserves the right to hold any coach on the same step. Up to six (6) years credit will be given for coaching experience prior to coming to Corwith-Wesley system, but these must be consecutive years in the same field preceding coming to Corwith-Wesley.

ARTICLE XVIII: INSURANCE

1. A group hospital and major medical insurance policy will be made available to all employees. The insurance program carrier shall be selected by the Board. Employees desiring to be covered by group hospital and major medical insurance will notify the Board. The Board will provide the monthly premium for each individual employee to cover the cost of said insurance for each employee.
2. Each employee will be covered by Workmen's Compensation Insurance paid by the Board.
3. All employees will be covered by school financed liability insurance policy covering job related performance of their duties.
4. The Board shall provide each employee with a description of the group hospital and major medical insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment and shall assist in providing insurance information in the form of applications.

ARTICLE XIX: PAYROLL DEDUCTIONS

1. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, savings bonds, insurance, or any other plans or programs jointly approved by the Association and the Board.
2. DUES DEDUCTION
 - A. Authorization - - Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board's Secretary an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Schedule A (copy attached) and shall be turned into the Board Secretary by September 1st.
 - B. Regular Deduction - - Pursuant to a deduction authorization, the Board's Secretary shall deduct one-twelfth (1/12) of total dues from the regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August of the same contract year.
 - C. Duration - - Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board's Secretary and the Association's President.
 - D. Termination - - Any employee who terminates employment shall provide verification to the Board's Secretary from the Association's President that dues are paid in full or that satisfactory arrangements have been made therefor.
 - E. Hold Harmless - - The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deductions.

SCHEDULE A
PAYROLL DEDUCTION AUTHROIZATION
FOR LOCAL DISTRICT BUSINESS OFFICE

I, _____
hereby authorize and request the Corwith-Wesley Community School District to deduct
from my salary in twelve (12) equal monthly installments beginning in September of each
year the following:

Current Dues to the Iowa State Education Association monthly deduction: \$ _____

TOTAL DEDUCTION FOR THE YEAR: \$ _____

All payments are to be made to I.S.E.A., 4025 Tonawanda Drive, Des Moines, Iowa
50312.

This authorization and request is to remain in effect as long as I am a school teacher in
this school jurisdiction, or until I cancel it by written notice to the school secretary.

Date

Signature

ARTICLE XX: HEALTH PROVISIONS

A. Physical Examinations

A physical examination by a licensed physician is required of all new appointees to the school system and of all certified personnel at the conclusion of every third (3rd) year of service; said examination must be taken not later than the first week of school. Tuberculin tests will be required every three (3) years.

The school district will pay up to \$30.00 for the physical examination. Any portion of a fee above that amount shall be paid for by the employee. The employee will be reimbursed up to \$30.00 upon presentation of a receipted bill to the school district.

ARTICLE XXI: COMPLIANCE CLAUSES AND DURATIONS

A. Separability

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining article, section or clause shall remain in full force and effect.

B. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within Thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, or hereafter employed, and the Board shall provide the Association with three (3) additional copies.

C. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party:

1. If by Association, to Board at Corwith, Iowa
2. If by Board, to Association at Corwith, Iowa

D. Duration

The language of this contract is in effect for the 2006-2007 and 2007-2008 school years unless the Board and the Association mutually agree to negotiate language. Schedule A and Schedule B are in effect for the 2006-2007 school year.

E. Finality and Effect

This Agreement supersedes and cancels all previous agreements and practices between the Employer and the Association or any employee (s), and constitutes the complete and final agreement between the parties regarding wages, hours, vacations, insurance, holiday, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluations, procedures for staff

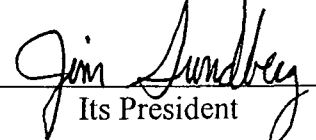
reduction, in-service training, dues check-off for members of the Union, grievance procedures for resolving any questions under the agreement, and other matters agreed upon, and concludes collective bargaining for its term.

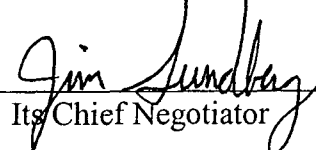
During the life of this Agreement, neither the Employer or the Association will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.

Dated May 8th, 2006

By: 
Its President

By: 
Its Chief Negotiator

By: 
Its President

By: 
Its Chief Negotiator